Fair Mercantile Company *and* Debra Hanks. Case 14-CA-16752

22 August 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS ZIMMERMAN AND HUNTER

On 9 February 1984 Administrative Law Judge Michael O. Miller issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Fair Mercantile Company, St. Louis, Missouri, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

DECISION

STATEMENT OF THE CASE

MICHAEL O. MILLER, Administrative Law Judge. This case was heard on December 5, 1983, in St. Louis, Missouri, based on an unfair labor practice charge filed by Debra Hanks, an individual, on June 6, 1983, and a complaint issued by the Regional Director for Region 14 of the National Labor Relations Board (the Board) on July 12, 1983. The complaint alleges that Fair Mercantile Company (Respondent) violated Section 8(a)(1) and (3) of the National Labor Relations Act (the Act) by threatening employees with discharge if they brought their complaints to Respondent's officers and discharging Debra Hanks and Marie Stefanoni because of their concerted protected activities. Respondent's timely filed answer denies the commission of any unfair labor practices.

All parties were afforded full opportunity to appear, examine and cross-examine witnesses, and to argue orally. Briefs, which have been carefully considered, were filed on behalf of the General Counsel and Respondent.

Based on the entire record, including my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. RESPONDENT'S BUSINESS—PRELIMINARY CONCLUSIONS OF LAW

Respondent is a Missouri corporation engaged in the retail sale of furniture, appliances, and related products from its place of business in St. Louis, Missouri. Jurisdiction is not in dispute. The complaint alleges, Respondent in its answer as amended at hearing admits, and I find and conclude that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Respondent's employees are represented by the Independent Retail Furniture Employees Organization. However, that labor organization is not involved in these proceedings.

II. THE UNFAIR LABOR PRACTICES

A. *The Facts*

Debra Hanks and Marie Stefanoni were employed as cashiers and officer workers in Respondent's store until mid-March 1983.[1] Hanks had been employed for 6 months as of that time and Stefanoni for more than 3 years. Their immediate supervisor was Rosemarie Morton, the office manager. Morton reported to Theodore Paull and Melvin Paull, brothers who were the president and vice president of Respondent, respectively. The Paull brothers, Theodore and Melvin, had daily contact with both Hanks and Stefanoni.

While both Hanks and Stefanoni testified, generally, to the existence of a good relationship between them and Morton, the record reveals that for some time both employees had felt, and had discussed between themselves, the belief that Morton had been treating them unfairly and rudely. Both expressed the belief that Morton blamed them for the mistakes of others and was less than fair in work assignments. In September 1982 Stefanoni had quit her employment with Respondent because of her inability to tolerate Morton's complaints about her. She took some time off at Theodore's suggestion and returned after Melvin made repeated requests for her to do so.[2] Morton testified that, while the work of these two employees was satisfactory, there was an absence of cooperation and an exacerbation of tensions between them and her over the last 4 to 5 months. Other than testifying

[1] All dates hereinafter are 1983 unless otherwise specified.

[2] Notwithstanding this earlier experience, Stefanoni testified that she liked Morton "as a person," that she likes "everyone, including Rosemarie Morton." She claimed that her pretrial affidavit, wherein she had stated that she had never gotten along with Morton, was in error. It was her testimony that the affidavit should have stated that Morton never got along with her. Stefanoni's testimony about liking Morton, tangential at best, is, I find, somewhat of an exaggeration.

that these employees had left work for the night-shift employees, Morton offered no specifics.[3]

Respondent's cashier cage has two cash drawers, each of which is assigned to a single cashier. On March 7 (or March 2 as the incidents are recalled by Respondent's witnesses) Morton brought a recently hired employee, Storz, into the cashier's cage to be trained and asked that either Hanks or Stefanoni volunteer to let Storz use her cash drawer for the day. Stefanoni volunteered hers and was assigned to other, noncash-handling, duties for the day. During the noon hour, however, both Hanks and Storz went to lunch at the same time, leaving no one present with access to a cash drawer. During that lunch period several salesmen brought invoices and cash to Stefanoni who held the papers and funds until the two cashiers returned. Storz did not know how to ring up these funds and Morton instructed Stefanoni to give them to Hanks to be rung up. Hanks took the money, about $600, and the invoices and went to Morton. Morton instructed her to ring up the money and Hanks refused, stating that she had not signed for the money and did not want to accept responsibility for it in the event that a customer subsequently claimed to have been credited with an incorrect amount.[4]

Hanks told Morton that she wished to speak to Theodore and objected to Morton's attempts to have her speak with Melvin instead. Subsequently, Hanks and Stefanoni jointly spoke with Theodore in private. It was Stefanoni's intention to tell him that she objected to being given the responsibility of holding cash without access to a cash drawer. In their meeting with Theodore, the two cashiers recited their complaints concerning Morton, including their complaints about the handling of money. They told Theodore that Morton blamed them for the mistakes of others, assigned them extra work, complained about them, and picked on them. Morton, they said, never had a kind word for them. Hanks likened her supervision to that of a military drill sergeant and said that she could not take it any more. She threatened to quit. Stefanoni told Theodore that he could not let her quit and repeated the same complaints that Hanks had voiced. Theodore asked Hanks not to quit, promised her that he would work the problems out, and arranged for a meeting to be held on March 9. They returned to work and worked without incident until March 9.

About 3 p.m. on March 9, Hanks and Stefanoni met in the second floor conference room with Theodore, Melvin, and Morton. The two employees restated their complaints concerning the way they were being supervised by Morton. They complained that Morton was rude, demanding of immediate responses from them even when other work or calls had to be handled, neglected to greet them, blamed them for the mistakes of other employees, talked about Stefanoni "badly," failed to give Hanks and Stefanoni Christmas gifts while purchasing gifts for other employees under her supervision, and denied them the opportunity to participate with other employees in the giving of a birthday gift to Theodore. Hanks, in particular, complained that Morton required her to ring up mail payments late in the afternoon at a time when she had to be checking out the register before the arrival of the night-shift employees and got mad when Hanks asked Melvin whether she could leave that work for those night-shift employees.

According to Hanks' testimony, Morton spoke next and "denied everything" that Hanks and Stefanoni had said. She also complained that Hanks and Stefanoni had gone to Melvin and Theodore Paull, indicating that she did not like them to do that, and then blamed a third employee for "starting everything . . . trying to stir things up."

After Morton spoke, Melvin told the employees that "he had to go by what Rosemarie said. She was [their] supervisor . . . [they] had to go by what she said." Hanks and Stefanoni asked whether they could not come to Melvin if something was wrong and he repeated that he had to go by what she said, her rules. Hanks concluded the meeting at about 4:15 by noting that nothing had been accomplished and they had work to complete before leaving. Hanks and Stefanoni returned to the first floor to check out their registers.[5]

According to the testimony of both Hanks and Stefanoni, they left the second floor conference room at the same time as Theodore and had a brief conversation with him on their way downstairs. At that time, Hanks was noticeably upset and Theodore suggested, "Why don't you . . . two . . . take a couple of days off . . . let things cool down . . . I'll straighten things out." Respondent, he said, would get back to them. They then returned to their office and completed their work. Before they left that afternoon, however, they spoke again with Melvin, who similarly reassured them that everything would work out. Hanks told Melvin of his brother's suggestion that they take a couple of days off to give Respondent the opportunity to work things out and let matters cool off. Melvin replied this was a good idea; he said that he would call the employees on Monday morning. The two employees, who would normally be paid on the following day, Thursday, asked Melvin whether they could have their paychecks so as to avoid an extra trip.

[3] Contrary to the General Counsel's contentions, I find no inconsistencies in Morton's testimony concerning when she began to notice a lack of cooperation on the part of these employees and when she had last noted such a problem. It is clear that Morton was contending that the lack of cooperation was an ongoing problem dating back for several months; her answer to one question by the General Counsel, which could be understood to be a statement that it had been 4 or 5 months since she had last noticed a failure of cooperation, was obviously the result of a misunderstanding of that question and was quickly corrected by the witness without any prompting by Respondent's counsel.

[4] At one point in her testimony, Stefanoni testified that there were no signatures of Respondent's employees on the invoices. She subsequently testified that she had misunderstood the question on direct examination and that the salespersons had signed the invoices but had not signed for the money. She also acknowledged that the invoice was generally signed by the customer.

[5] Hanks' testimony, to the effect that Morton objected to their taking problems or complaints to Melvin or Theodore, was corroborated by Stefanoni and was not contradicted by either of the Paulls or Morton. Noting that corroboration and the absence of contradiction, and further noting the absence of any demeanor indicia warranting that their testimony be discredited, I specifically credit the testimony of Hanks and Stefanoni concerning the March 9 meeting. In reaching this conclusion, I have also rejected Respondent's contentions that there existed any meaningful contradictions between their testimony and statements which were allegedly contained in their pretrial affidavits.

Their request was rejected because Morton, who was responsible for the paychecks, was not present. The two employees worked until their evening replacements came in and then left.[6]

On Thursday, March 10, Hanks and Stefanoni did not report for work. They did go to the store, in midmorning, to pick up their paychecks. According to their mutually corroborative testimonies, Melvin told them they would have to wait inasmuch as Morton was at lunch. They waited approximately 1 hour, received their paychecks when Morton came back, and left with nothing having been said to them about returning to work on either that day or the next. Melvin repeated that he would get in touch with them on Monday. They observed that the cashier work was being performed by Theodore's daughter and by Morton.[7]

Hanks and Stefanoni did not work on Friday, March 11; neither did they call Respondent on that day.

From March 11 through March 13, Respondent ran classified advertisements seeking to hire cashiers.[8]

On Monday, March 14, when they did not receive any call from Respondent, Hanks and Stefanoni went to the store. There they observed that new employees had been hired to replace them and they asked Theodore what had happened. He said he did not want to talk about it, that he was upset, and that he was being blamed for trying to help them.[9]

Hanks and Stefanoni then spoke with Melvin. They asked him why he had not called them and why new people were working in their places. He told them that he was sorry to terminate them but that he had a business to run and had to go along with the supervisor, Morton. He also told them that if their replacements did not work out he might be able to call them back in a couple of weeks.[10]

On the evening of March 14, Hanks and Stefanoni realized that they had vacation pay coming to them. They returned to the store on Tuesday morning, March 15. They spoke again with Melvin; he reiterated his regret that he had to discharge them. They asked for their vacation pay and were referred to Morton. Morton told them that it was up to her whether they came back or

[6] I cannot credit the testimony of Respondent's witnesses disputing the foregoing testimony. Thus, Morton's testimony that such a conversation could not have taken place because the three management representatives remained in the conference room for 15 minutes after Hanks and Stefanoni left is not corroborated by either of the Paull brothers and is somewhat inconsistent with Theodore's description of a second conversation with the two employees. According to Theodore, he returned to the conference room with Hanks and Stefanoni following the first meeting, and was confronted with a demand by them to the effect that unless he removed Morton as their supervisor they would not come to work the following morning. He claimed that he told them, in response to that ultimatum, that he could not make a decision that rapidly and asked them to "give [him] a couple of days" to see what he could do for them. They allegedly reiterated their insistence upon an immediate answer and walked out. Theodore's testimony, while tending to corroborate Hanks and Stefanoni's testimony concerning being given "a couple of days" to allow matters to cool off, is inconsistent with the undisputed fact that Hanks and Stefanoni completed their work and awaited the arrival of the evening shift cashiers before leaving. I note, in this regard, that Melvin did not deny that the employees asked him for their paychecks. (Theodore denied that he was asked for the paychecks, but there was no testimony that the request was ever made to Theodore.) Melvin's testimony to the effect that he told these employees to call in if they were coming back is inconsistent with his inability to recall whether they told him they would not be coming back to work under Morton or whether, in fact, he saw them at all on March 9 following the conference room meeting. Finally, the employees' testimony about being told by Theodore to take a couple days off to allow matters to cool off is consistent with the recommendation Theodore had previously made to Stefanoni in September 1982 on the occasion of the earlier problem in her working for Morton. He had made such a suggestion before, and it had temporarily succeeded in resolving the problem. It is probable that he would have made a similar recommendation when the problem arose again.

[7] In response to my question after both direct and cross-examination, Melvin claimed that he had spent 4 to 5 hours talking with Hanks and Stefanoni on Thursday, trying to convince them to return to work. He further claimed that it was probably in this conversation that he asked them to call him on the following day, i.e., Friday. He made no mention of this extensive conversation on either his direct or cross-examination. However, this testimony was corroborated, to some extent, by Morton and by Jim Farrar, a sales employee and officer of the Independent Retail Furniture Employees Organization. Thus, Morton testified that Hanks and Stefanoni were told to get back to work. Morton allegedly also told them that "the only thing I wanted from them was their cooperation." Farrar testified that he observed Morton and Melvin talking with Hanks and Stefanoni throughout the middle of the day and overheard Melvin say something to the effect that the Company would work something out. He also testified that he asked Stefanoni and Hanks whether they were going to quit or come back, was told that they were supposed to call in on the following day, and, when he asked whether they would call, was told by Stefanoni, "No, we're not going to call them . . . they need us more than we need them." Hanks denied that any such conversation took place between Melvin, Morton, Stefanoni, and herself on March 10. Neither she nor Stefanoni offered any testimony to contradict the testimony of Farrar except to deny that they were told to call in on Friday. Hanks and Stefanoni were at the store for an hour or more on March 10; it is highly likely that some conversation passed between them and both Melvin Paull and Rosemarie Morton. In view of Melvin's total failure to allude to this conversation on either direct or cross-examination, a fact which tends to indicate that there was nothing said of any significance in that conversation, and for the reasons previously stated with respect to the various witnesses' credibility, I cannot find that the conversation occurred as described by Morton and Melvin. I do not believe that they were asked or directed to return to work or that they were told at that time to call in on the following day. As there was some evidence indicating that Farrar was more disposed to accept management's version of the events, without independent investigation, than that of the two employees, and may have been ill-disposed toward those employees because of their subsequently filed charge against the Union, I cannot find that his testimony warrants a contrary conclusion. They may well have told him that they would await management's call, and they may even had said that Respondent needed them more than they needed Respondent, but I cannot find that they admitted to Farrar that they had been directed to call in on the following day.

[8] Contrary to the contention of the General Counsel, I do not find that the newspaper invoices evidence that any such classified advertisements ran on March 10. The invoice entry for March 10 merely reads "3/10/83—Cash." Unlike the invoice entries billing Respondent for classified advertisements, the March 10 entry contains no indication of the classification of advertisement, the number of times it was to run, the dates on which it was to run, or any price. It appears to reflect a payment rather than the placement of any advertising material.

[9] Theodore admitted that he saw the two employees in the store on Monday, March 14, but denied that he did more than greet them. I credit the employees and note that their presence in the store on Monday lends further support to their version of the facts. Had they voluntarily terminated their employment by rejecting a directive to report for work or call in by Friday, March 11, there would have been no reason for them to go to the store on Monday, March 14. Their presence on that day lends credence to their statement that Theodore had told them to take Thursday and Friday off while matters cooled down.

[10] Melvin denied that he ever discharged these two employees but acknowledged that he told them (in some conversation) that he had to go along with Morton. Similarly, he admitted that at some point he may have told them that there was a possibility that they could subsequently return to work. I credit the detailed and mutually corroborative testimonies of Hanks and Stefanoni.

not and that if they did come back it would be under the condition that they never again complain to Melvin or Theodore Paull about her. If they did so complain, she said, they would be fired. Hanks and Stefanoni rejected her condition and Morton left to get their vacation checks.[11] Those checks were brought to the employees and on the back of them was written the words, "voluntarily quit, own free will." They objected to the attempt to have them endorse such statements and struck the statements out before cashing the checks.

B. *Analysis and Conclusions*

The General Counsel contends, Respondent does not in its brief dispute, and I find that in bringing their complaints about Office Manager Morton to Melvin and Theodore Paull, Hanks and Stefanoni were engaged in activities which were both concerted and protected under Sections 7 and 8(a)(1) of the Act. Thus the evidence reflects that the two employees discussed the problems they felt they were having with Morton among themselves and went together, on each occasion, to discuss those problems with higher management. Their actions were openly concerted. See *Myers Industries*, 268 NLRB 493 (1984).

Moreover, although the complaints of these employees may not have been earth shattering, they were protected by the Act. Their complaints included such matters as being blamed for the mistakes of others, hostility or rudeness in the way job assignments were made, and other actions by Morton indicating hostility toward them and possible favoritism of other employees. As was previously stated by the Board in *Pacific Coast International Co.*, 248 NLRB 1376 (1980), which involved protests of alleged favoritism by a supervisor in the allocation of job tasks, at 1380:

> The law is well settled that the quality of supervision which has a direct impact on employees' job interests and ability to perform are legitimate employee concerns and that group action in bringing these concerns to the attention of management is protected concerted activities. *Dries & Krump Manufacturing*, 221 NLRB 309 (1975) [enfd. 544 F.2d 320 (7th Cir. 1976)].

There remain the questions of whether Hanks and Stefanoni were discharged and/or denied reinstatement because of these protected concerted activities and whether they were threatened with a denial of reemployment unless they agreed to forgo any such protected concerted activities in the future. These questions rest entirely on the resolution of sharply drawn key credibility disputes. As discussed in detail above, I have, in most major regards, credited the testimony of Hanks and Stefanoni and found that they were told to take March 10 and 11 off to permit the dispute between themselves and Morton to cool down, they took those days off without intending to or otherwise indicating that they were terminating their employment, and Respondent replaced them during this period and informed them, upon their return, that they had been discharged. I have further found that Morton told them that they would not be reinstated unless they agreed to forgo their statutorily protected right to concertedly complain to higher management about her in the future.[12]

Based on all of the foregoing, I find, as alleged in the complaint, that Respondent terminated Hanks and Stefanoni because of their protected concerted activities in complaining about the quality of supervision which impacted on their job performance and refused to reinstate them unless they agreed to refrain from engaging in such protected concerted activities in the future, all in violation of Section 8(a)(1) of the Act.

THE REMEDY

It having been found that Respondent has engaged in unfair labor practices in violation of Section 8(a)(1) of the Act, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Having found that Respondent interfered with, restrained, and coerced Debra Hanks and Marie Stefanoni in the exercise of their Section 7 rights by discharging them on or about March 14, 1983, and thereafter failing and refusing to consider them for reinstatement, I shall recommend that Respondent be required to offer said Debra Hanks and Marie Stefanoni immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and to make them whole for any loss of earnings they may have suffered as a result of their unlawful discharges, with backpay to be computed in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and with interest to be computed in the manner set forth in *Florida Steel Corp.*, 231 NLRB 651 (1977).[13]

I shall also recommend that Respondent be required to expunge from its records any references to the unlawful discharges of Debra Hanks and Marie Stefanoni. Re-

[11] I do not credit Morton's denial concerning these statements. Her professed lack of concern over their complaining about her directly to the Paull brothers is inconsistent with the uncontradicted testimony of Hanks and Stefanoni about Morton's complaint, during the March 9 meeting, concerning Hanks going to Melvin. It is also inconsistent with Melvin's admission that he told these employees that he and they had to go along with Morton. He would not likely have said that had there not been some objection by Morton to the actions of these employees in "appealing" Morton's orders or conduct to his brother and him.

[12] Respondent points to the decisions at the Deputy and Appeals Tribunal levels of the State of Missouri Division of Employment Security on the unemployment compensation claims of Hanks and Stefanoni to establish that these employees were not discharged but quit. Whatever weight such decisions might be entitled to before the Board is lessened in this case by findings of the Appeals Tribunal which appear to support neither the Employer's view of the facts nor that of the Charging Parties. Thus, the Appeals Tribunal found, as I did, that Theodore "suggested that the claimants take a few days off to cool off" and that "the two returned a few days later." That tribunal also found, contrary to the testimony of either the Charging Parties or Respondent's witnesses and contrary to my conclusions here, that when they returned "a few days later," i.e., on Monday, the two employees conditioned their return to work upon the discharge of Morton. In such circumstances, I cannot find that the findings and conclusions of either the Deputy or the Appeals Tribunal of the Division of Employment Security of the State of Missouri support Respondent's factual contentions.

[13] See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

spondent, additionally, shall be required to provide them with written notice of such expunction and to inform them that Respondent's unlawful conduct will not be used as a basis for future personnel actions concerning them. See *Sterling Sugars*, 261 NLRB 472 (1982).

CONCLUSIONS OF LAW

1. By threatening Debra Hanks and Marie Stefanoni with discharge or the denial of reinstatement if they concertedly complained to higher management about wages, hours, or other terms and conditions of employment, and by discharging and failing and refusing to reinstate Debra Hanks and Marie Stefanoni because of their protected concerted activities and their refusal to agree to forgo their rights to engage in such protected concerted activities, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

2. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[14]

ORDER

The Respondent, Fair Mercantile Company, St. Louis, Missouri, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening employees with discharge or the denial of reinstatement unless they agree not to engage in protected concerted activities.

(b) Discharging employees because of their protected concerted activities.

(c) Refusing to reinstate employees because they will not agree to refrain from engaging in protected concerted activities.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative active which is deemed necessary to effectuate the policies of the Act.

(a) Offer Debra Hanks and Marie Stefanoni immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, withoutprejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.

(b) Remove from its files any reference to the unlawful discharges and notify the employees in writing that this has been done and that the discharges will not be used against them in any way.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its St. Louis, Missouri facility copies of the attached notice marked "Appendix."[15] Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

[14] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[15] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

> To organize
> To form, join, or assist any union
> To bargain collectively through representatives of their own choice
> To act together for other mutual aid or protection
> To choose not to engage in any of these protected concerted activities.

WE WILL NOT threaten employees with discharge or the denial of reinstatement unless they agree not to engage in protected concerted activities.

WE WILL NOT discharge or refuse to reinstate employees because of their protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL offer Debra Hanks and Marie Stefanoni immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and WE WILL

make them whole for any loss of earnings and other benefits resulting from their discharges, less any net interim earnings, plus interest.

WE WILL notify Debra Hanks and Marie Stefanoni that we have removed from our files any reference to their discharges and that the discharges will not be used against them in any way.

FAIR MERCANTILE COMPANY